

**Stuart Weichsel**

Stropheus LLC  
60 E 42<sup>nd</sup> Street, Suite 4600  
New York NY 10165  
Stuart.Weichsel@Stropheus.com  
917-562-4697(ph) 646-304-7959 (fax)

April 14, 2020

**By ECF**

Hon. Vernon S. Broderick, U.S.D.J.  
United States Courthouse  
40 Foley Square, Room 415  
New York, NY 10007

**Re: *Michael Grecco Prods., Inc. et al. v. Guardian News and Media LLC*, No.  
1:19-cv-05672-VSB: Joint Letter – re Letter Motion to Re-Open Case**

Dear Judge Broderick:

We represent the plaintiffs, Michael Grecco Productions, Inc, and Michael Grecco in the captioned matter. We are submitting this letter pursuant to the April 13th court order “The parties are directed to file a joint letter by Wednesday April 15,2020, updating the court as to the status of the wire transfer and payment of settlement.”

This matter reached a settlement, which was handwritten and signed on February 13<sup>th</sup>, 2020. Pursuant to that binding settlement ( a typed version is attached, as well photos of the handwritten pages), defendants were required to make a \$25,000 payment within 30 days, last Saturday. Sadly, this payment was not made, despite assurance that the payment was “processing” as of Monday March 10<sup>th</sup>, 2020. The wire payment was apparently sent on March 10<sup>th</sup>, but because of errors by the payor and/or their counsel, it was not received, and only after multiple phone calls and emails with banks and opposing counsel was the missing payment traced and found.

From March 16<sup>th</sup>, the first business day after the March 14<sup>th</sup> deadline, until payment was received on April 1<sup>st</sup>/2<sup>nd</sup> 2020, multiple phone calls to the receiving bank regarding the incoming wire were required. In addition, multiple emails with the payor and their counsel were required to trace the missing wire payment and resolve the issue.

We discovered in email correspondence that despite the fact that payor’s counsel was informed promptly of the missing payment, the payor themselves were not informed to trace the payment until Monday March 23<sup>rd</sup>, a week after I informed counsel of the missing payment. (“I can see that we were made aware that the payment had not been received by yourself at 17:08 on Monday 23rd March.” Email of Tamara Humer, P2P Team Leader, Guardian News & Media Ltd.) This caused at least a week of delay,

Finally, we discovered in this process that the wire payment was sent incorrectly, despite confirmation of the payee information by payor’s counsel. Payor’s counsel had confirmed the

wire instructions, as ““Stuart Weichsel, Stropheus LLC IOLA Trust Account”, while the payor had used the wire instruction line: STROPHEUSLLC at Bank of America N.A.” Without either the attorney name or the words trust account, the receiving bank could not confirm the assignment of the payment to the correct account (multiple accounts exist in the law firm name.)

In summary, while the payment was initiated in a timely fashion, the errors by both the payor and payor’s counsel caused by additional legal costs and delay in receiving the payment. This delay was material to the plaintiffs.

We request that additional compensation be awarded for the additional legal time required due to these errors and the resulting time and legal cost to my client.

Please find enclosed my supporting invoice for \$4,445 at my usual hourly rate. In order to resolve this matter, I ask the court for an additional \$3,000 for the legal time incurred in pursuing and resolving this matter. This is a reasonable resolution of the legal costs (and client aggravation).

Counsel for Defendants states:

Respectfully yours,

/ signed /

Stuart Weichsel,  
Stropheus Law, for Plaintiffs

cc: Counsel of record via ECF